

THE ROLE OF THE TEAMSTERS UNION  
IN THE  
CONSTRUCTION INDUSTRY.

William Patrick Fogarty



THE ROLE OF THE TEAMSTERS UNION  
IN THE  
CONSTRUCTION INDUSTRY

by

WILLIAM PATRICK FOGARTY

SB, U. S. Naval Academy  
(1973)

SUBMITTED IN PARTIAL FULFILLMENT  
OF THE REQUIREMENTS FOR THE  
DEGREE OF  
MASTER OF SCIENCE IN CIVIL ENGINEERING  
at the  
MASSACHUSETTS INSTITUTE OF TECHNOLOGY  
September 1977



THE ROLE OF THE TEAMSTERS UNION  
IN THE  
CONSTRUCTION INDUSTRY

by  
WILLIAM PATRICK FOGARTY

Submitted to the Department of Civil Engineering on August 4, 1977 in partial fulfillment of the requirements for the degree of Master of Science in Civil Engineering.

ABSTRACT

The Teamsters Union, through its National Building Material and Construction Division, plays an important role in the building process. Although the division's membership is small compared to some of the construction trade unions, it performs the vital task of transportation of building materials to, from, and around the job site. Work actually performed by a typical Teamster local depends on area practice and the local's bargaining power relative to other labor sources.

A potential for jurisdictional disputes exists where Teamster claims overlap or come close to other union's assertions. Settlements of these disputes set precedents by which other disputes may be settled. The fact that dispute settlements are sometimes inconsistent with jurisdictional agreements reflects the importance of area practice and the prejudices of the arbitrators. Future agreements may also modify previous settlements.

Information for this paper was collected through personal interviews and telephone conversations with officials and representatives of the Teamsters Union and officers of various labor organizations. Two locals were studied to determine if variations existed in the actual work performed by the Teamsters Union members. Much time was spent examining collective bargaining agreements and studying various settlements of jurisdictional disputes between the Teamsters Union and unions of the construction trades.

Thesis Supervisor:

Raymond Elliot Levitt, Ph.D.

Title:

Assistant Professor of Civil Engineering



## ACKNOWLEDGMENTS

I wish to express my sincere thanks to the officers and representatives of the International Brotherhood of Teamsters who provided me with information essential to this paper. Without their cooperation this thesis would not have been possible. I would also like to thank the officers of the various labor organizations interviewed for their comments concerning the Teamsters Union's role in the construction industry.

I am also grateful to the professors and fellow students that shared with me their knowledge of and experience with the construction industry. Their insights were of great value in helping me to understand the industry and to organize my research efforts.

Particular thanks go to Professor Raymond E. Levitt, my thesis advisor, for his insights, editing, constructive criticism, and support, which have significantly aided me in completing this paper.





## TABLE OF CONTENTS

	<u>Page</u>
TITLE PAGE	1
ABSTRACT	2
ACKNOWLEDGMENTS	3
TABLE OF CONTENTS	4
LIST OF FIGURES	7
CHAPTER 1 INTRODUCTION	8
CHAPTER 2 HISTORY	11
CHAPTER 3 ORGANIZATION	15
3.1 International Structure	15
3.2 Local Union Structure	21
3.3 The Membership	21
3.4 Summary and Observations (Organization)	23
CHAPTER 4 TEAMSTER AGREEMENTS	25
4.1 National Agreements	25
4.1.1 National Construction Agreement	26
4.1.2 National Pipe Line Agreement	29
4.1.3 General Presidents' Project	
Maintenance Agreement by Contract	33
4.1.4 National Maintenance Agreement	36
4.2 Statewide Agreements	37
4.3 Jurisdictional Agreements	39
4.3.1 Teamsters and Carpenters	39
4.3.2 Teamsters and Electrical Workers	40
4.3.3 Teamsters and Operating Engineers	40



	<u>Page</u>
4.3.4 Teamsters and Pipefitters	44
4.3.5 Teamsters and Laborers	44
4.4 Local Agreements	45
4.5 Summary and Observations (Agreements)	47
CHAPTER 5 JURISDICTIONAL DISPUTES	49
5.1 Teamster Jurisdictional Claims	50
5.2 Collective Bargaining	51
5.3 Joint Council Operations	53
5.4 Teamsters Relations with Local Building and Construction Trades Councils and General Contractor Associations	54
5.5 Jurisdictional Dispute Settlements	56
5.5.1 Jurisdictional Disputes Resolved by the National Joint Board	57
5.5.1.1 Teamsters and Carpenters	60
5.5.1.2 Teamsters and Electrical Workers	61
5.5.1.3 Teamsters and Operating Engineers	61
5.5.1.4 Teamsters and Pipefitters	62
5.5.1.5 Teamsters and Iron Workers	63
5.5.2 Decisions of the National Labor Relations Board (NLRB)	63



5.5.3 Other Jurisdictional Dispute	
Settlements	68
CHAPTER 6 TEAMSTERS AT WORK: THE JOBS THEY	
ACTUALLY CONTROL	69
CHAPTER 7 TEAMSTER WAGES	77
CHAPTER 8 CONCLUDING REMARKS	86
8.1 Right-to-Work Laws	87
8.2 Ratification of Collective Bargaining	
Agreements	88
8.3 Common Situs Picketing	88
8.4 Refusal of Teamsters to Unload	
Materials -- Internal Conflict at	
the Local Level	89
APPENDIX A	91
FOOTNOTES	93
BIBLIOGRAPHY	96



## LIST OF FIGURES

	<u>Page</u>
Figure 3.1 Pyramid of Strength	16
Figure 3.2 Functional Divisions of the Teamsters Union	19
Figure 3.3 Construction Division Organization	20
Figure 4.1 Teamster Jurisdictional Assignments (National Pipe Line Agreement)	30
Figure 4.2 Massachusetts Wage Scale (National Pipe Line Agreement)	31
Figure 4.3 Signatory Unions to the General Presidents' Project Maintenance Agreement by Contract	34
Figure 6.1 Collective Bargaining Agreements-- Local 379	70
Figure 6.2 Collective Bargaining Agreements-- Local 991	73
Figure 7.1 Union/Non-Union Wage Comparison	78
Figure 7.2 Wage Scale, Master Agreement with AGC (1976)	80
Figure 7.3 Current Wage Scale, Concrete/General Building Material Suppliers	81





## CHAPTER 1

## INTRODUCTION

The International Brotherhood of Teamsters, with a membership over 2,300,000, is the largest and probably most powerful union in the United States. Its operations cross the lines of most industries and effect the lives of every citizen. Members of the construction industry rely on Teamsters for the delivery of materials to the job site and for the operation and maintenance of equipment used in transporting men and materials around the project site. Particular influence is felt on large construction projects such as mainline pipe line and heavy construction projects where warehousing and transportation play a significant role. It behoves project managers to gain an understanding of the Teamsters Union as their importance in the construction process is comparable to that of the 19 AFL-CIO Building and Construction Trades Unions. Where Teamster claims to jurisdiction fall close to, or overlap with, the jurisdiction of the other trade unions there is a potential for disputes. A project manager with an understanding of the interface between Teamsters and other unions of the construction industry is better equipped to help eliminate or minimize conflicts between unions in order to ensure timely and successful completion of projects. It is the



purpose of this paper to help project managers and other members of the construction industry gain a knowledge of the Teamsters Union in order to promote harmonious relationships throughout the industry.

In researching the Teamsters role in the construction industry, much time was spent examining collective bargaining agreements and reviewing jurisdictional dispute decisions. Numerous interviews with Teamster officials and representatives were conducted for the purpose of gaining insight into local union operations and resolving questions concerning the interpretation of wording in their various contracts. Other interviews were held with officers of contractor associations to obtain their comments concerning the Teamsters contribution to the construction industry.

Two Teamster locals were studied to see if there were any differences in actual practice between the locals. The two locals studied were Local 379 of Boston, Massachusetts and Local 991 located in Mobile, Alabama.

Chapters 2 and 3 are background material. They contain a brief history of the development of the Teamsters Union and an outline of the international and local organizational structure of the Union. Chapter 4 describes the national, statewide, local, and jurisdictional agreements under which the Union's construction workers operate. Inconsistencies in the contracts which were found have been



pointed out. Chapter 5 contains a history of the major jurisdictional disputes in which the Construction Division of the Teamsters Union has been involved. Settlements conflicting with previous jurisdictional agreements have been highlighted. Chapter 6 is a comparison of the actual work performed for the two locals studied. Chapter 7 is a brief presentation of the wage structure for the two locals visited and a comparison of union and nonunion wages for Teamsters in various cities. Chapter 8 contains concluding remarks concerning the problems of the Construction Division of the Teamsters Union and an outlook for their future.

The information presented in Chapters 6 and 7 is limited by the fact that only 2 of the Teamsters' 742 locals were visited. These two locals, however, did provide a good contrast which points to the fact that even though there exist national and area-wide agreements, the actual work performed in any given area will always be modified by area practice.



## CHAPTER 2

## TEAMSTER HISTORY

Shortly after the American Federation of Labor's Convention in 1898, the Team Drivers International Union was formed and chartered by the A. F. of L.<sup>1</sup> This marked the beginning of what would grow to be the largest union in our society.

In 1903 the Team Drivers International Union merged with the Teamsters National Union (formed in 1902) to become the International Brotherhood of Teamsters.<sup>2</sup> In 1909 the Union's name was changed to the International Brotherhood of Teamsters, Chauffeurs, Stablemen and Helpers. In 1940 the word "stablemen" was changed to "warehousemen" and since then the official name of the union has remained the International Brotherhood of Teamsters, Chauffeurs, Warehousemen and Helpers.

The history of the Union marks it as probably the most controversial labor organization in the country. Its first president, Cornelius Shea, was charged with conspiracy for his part in a 1905 Chicago strike.<sup>3</sup> After his re-election in 1906, many locals seceded from the International. Although acquitted of the charges, his activities caused him to lose the presidency to Daniel J. Tobin at the 1907 Convention.





For the next 45 years of his presidency, Tobin attempted to solidify a union which had had a very unstable beginning. The unions grouped in large metropolitan areas acted independently and were noted for their corruption and racketeering. Unable to control the activities of the various locals, Tobin concentrated on keeping the International Headquarters free of corruption.<sup>4</sup>

The locals remained quite autonomous in the early 1900's because most trucking activities were restricted to intracity transportation. It was not until the 1920-1930 time frame, when trucking operations began to reach out beyond the population centers, that area-wide collective bargaining agreements began to be utilized.<sup>5</sup>

Locals of the Teamsters Union found that their organizing attempts were aided by the fact that employers realized that a Teamster strike could completely shut down operations. They, therefore, readily granted to the Teamsters what they wanted. Although very successful in organizing, the Teamster's aggressive actions sometimes resulted in protests and even bloodshed.

Tobin retired in 1952. During his reign the International Headquarters had gained some power but was still mostly a figurehead.

Tobin was followed by Dave Beck in 1952 who held office until 1957 when James R. Hoffa took the office of President of the Teamsters. It was during the presiden-



cies of Beck and Hoffa that the power shifted from the metropolitan areas to the International Headquarters. The major milestone of the power transfer occurred in 1964 with the signing of the first National Agreement for its trucking operations.

Hoffa had gained a reputation as a corrupt figure before he became president. He had been accused several times with corrupt practices but had never been convicted.

In 1955 the A. F. of L. merged with the Congress of Industrial Organizations and two years later the Teamsters were expelled from the AFL-CIO after a Senate Investigating Committee revealed corrupt practices in the Teamsters Union under the leadership of Dave Beck and James Hoffa.

Because of the findings of the Senate Committee, Hoffa was indicted and jailed for several crimes.<sup>6</sup> While in prison he resigned and Frank E. Fitzsimmons was elected president by the 1966 Teamsters Convention.

Recent developments in the Union include the Western Conference's inability to organize the Farm Workers and an investigation into the misuse of pension funds.

When first formed, the Teamsters Union represented only members who used horses as team drivers to haul freight around the community. Through its organizing efforts it has taken jurisdiction over numerous occupations which were probably not even foreseen by its founders. Today it boasts more job classifications than any other Union, many



not even related to transportation. The Union has increased its membership from 1,700 in 1898 to over 2,300,000 today by organizing almost any labor force which would accept its leadership.

Included in the diverse membership are 100,000 Teamsters who work in the construction industry. Their duties consist primarily of driving trucks used for transportation of materials to, from, and around the job site and operating warehouses for the storage of building materials. As will be shown later, the actual work performed by construction Teamsters varies from local to local depending on area practice.

In 1928 the Teamsters Union affiliated with the Building and Construction Trades Department of the A. F. of L.<sup>7</sup> Although it no longer affiliates with the department, the decisions rendered by the National Joint Board are still a basis for settlement of jurisdictional disputes between the Teamsters Union and Unions affiliated with the Building and Construction Trades Department.

Although the image of the Teamsters Union has been marred by the actions of some Teamsters officials, the Union remains an excellent example of the labor force's strong arm in organizing the unorganized and obtaining higher wages and better working conditions for its members.



## CHAPTER 3

## TEAMSTER ORGANIZATION

The structure of the Teamsters Union is similar to any large corporation with interests spread across the nation. Its structure and power is organized geographically, but since the union is highly diversified, it has numerous functional divisions which serve the specialized needs of the particular trades of the Union. This chapter outlines the basic structure of the Union on both the international and local levels.

3.1 International Structure

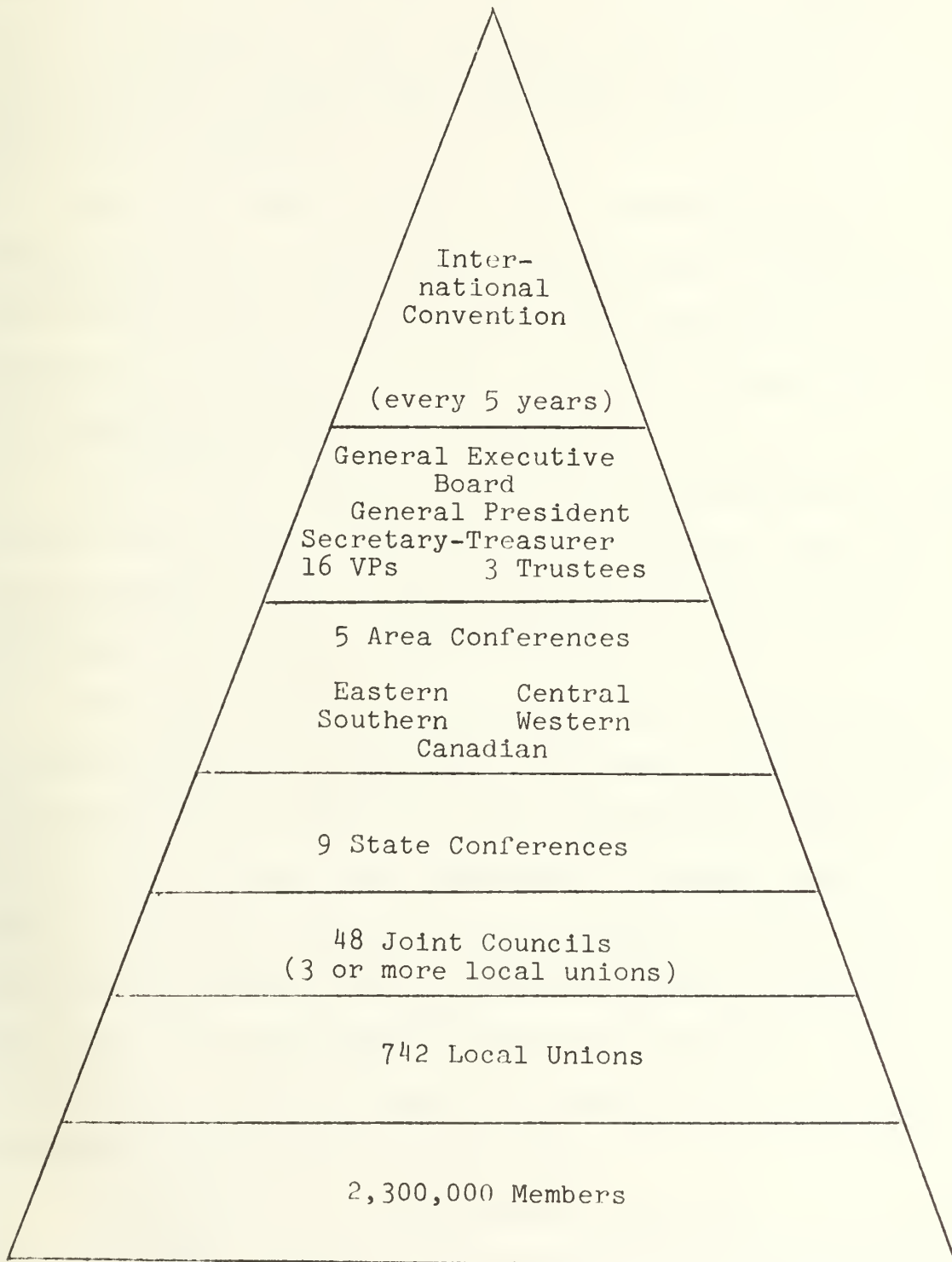
Figure 3.1 represents the "pyramid of strength" in which the Union operates.<sup>1</sup> The International Convention met every two years in the early years after the formation of the Union but lengthened the period between conventions as the membership grew and gained confidence in the Union's leadership.<sup>2</sup> The purpose of the convention is to elect officers, to review the constitution, and to strengthen inter-union ties through the exchange of ideas.

Not all of the 16 vice presidents are located at the International Headquarters in Washington, D.C. Most serve as directors of an area or state conference or as the president of one of the joint councils.





FIGURE 3.1 PYRAMID OF STRENGTH





The five area conferences exist to monitor the activities of the multi-state and national conferences in their jurisdiction. Each conference has a large staff of specialists to render legal, financial, and research assistance to its members.

The nine state and multi-state conferences work through the joint councils and local unions to coordinate activities on an area-wide basis. The conference's primary purpose is to enhance area-wide collective bargaining and to coordinate statewide activities.<sup>3</sup>

The 48 joint councils exist in cities which have three or more local unions. The council coordinates local union activities and aides in the settlement of jurisdictional disputes.

The local unions, at the base of the pyramid, come in various sizes and shapes and often have little in common other than an affiliation with the International Union.<sup>4</sup> Some locals represent the employees of a single company while others have members employed in many of the various Teamster occupations. The locals this paper is concerned with are those which employ members who contribute to the construction process through the transportation of men and materials to and around the job site.

In addition to the geographical structure of the Union, there are eight national trade divisions and four national



trade conferences which serve as functional divisions in recognition of the specialized needs of the various components of the International Union. These functional divisions are listed in Figure 3.2. Membership ranges from 25,000 in the National Airline Division to 600,000 in the National Freight Division. The National Building Material and Construction Division (Construction Division), with a membership of approximately 100,000, will be the focus of this paper. Although the Construction Division's operations can be affected by other factions of the Union such as the Freight and Warehouse divisions, the Construction Division most directly affects the construction industry.

Isolated from the other functional divisions, the Construction Division's organizational chart could be represented as shown in Figure 3.3. This division coordinates the activities of the various locals and negotiates all contracts involving the division, whether the contract be on a national, statewide, or local level. In addition, it is responsible for all jurisdictional agreements entered between the Teamsters Union and other unions affiliated with the Building and Construction Trades Department of the A. F. of L.



FIGURE 3.2

FUNCTIONAL DIVISIONS OF THE TEAMSTERS UNION

National Trade Divisions

1. National Airline Division
2. National Automotive, Petroleum, and Allied  
Trades Division
3. National Building Material and Construction  
Division
4. National Freight Division
5. National Laundry Division
6. National Food Processing Division
7. National Warehouse Division
8. National Household Goods, Moving and Storage  
Trade Division

National Trades Conferences

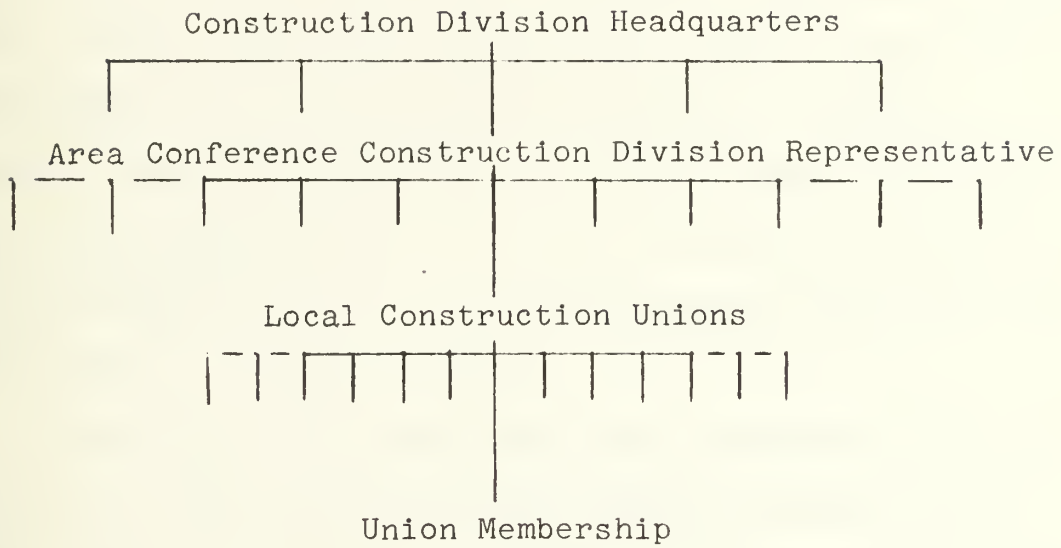
1. National Bakery Conference
2. American Communications Association Communications  
Trade Division--I. B. T.
3. Brewery and Soft Drink Workers Conference--  
U. S. A. and Canada
4. National Dairy Conference





FIGURE 3.3

## CONSTRUCTION DIVISION ORGANIZATION





### 3.2 Local Union Structure

All local unions have the same basic structure. The Constitution of the International Union requires each local to have seven officers: a President, Vice President, Recording Secretary, Secretary-Treasurer, and three Trustees. These officers have both a voice and a vote in joint council proceedings. The local union also employs a number of business agents depending on its size and responsibilities. The business agents have a voice in the joint councils but are non-voting members. In addition, each local union has a small staff of clerical workers.

Each local union may adopt bylaws consistent with the Constitution and approved by the General President or the General Executive Board.<sup>5</sup> Although the International Union desires the local union to be autonomous, it has nevertheless set up many checks and balances including the placing of a local under Trusteeship when officers of the local violate the provisions of the Constitution.<sup>6</sup>

### 3.3 The Membership

There are no special requirements for membership in a local union other than payment of dues. A person requesting entry into the Teamsters Union must be accepted unless there are compelling reasons indicating that such membership would be "detrimental to the welfare of the Local Union".<sup>7</sup>



However, such refusal has to be sanctioned by the General President of the International Union.

In states not having right-to-work laws, membership is typically obtained as a condition of employment after a specified number of days on the job. In states which do have right-to-work laws, the local union must rely on peer pressure to force workers to join the union.

The Constitution is silent on qualifications for specific job assignments. The teamster has only to meet the skill level required by his employer. It is the employer's prerogative to determine whether formal training or on-the-job experience is necessary for a particular job.

Mobility of the member within the International Union is dependent on the member's desire to work different jobs throughout the year. For instance, a teamster may work as a driver of an oil delivery truck in the winter and as a concrete truck driver in the summer when construction is at its peak. In cities which have more than one Teamster local, the member is allowed to transfer between locals as often as the jurisdiction of the work changes. In such cases the member's records are forwarded to the other local union. It is also possible for a member to work full time for one local and part time for another.



### 3.4 Summary and Observations (Organization)

Although the Teamsters Union appears to have a very neat and orderly structure on the surface, its day-to-day operations do not always follow its own Constitution or a corporate management textbook. An officer at the International Headquarters stated that local unions are expected to be somewhat autonomous. However, the Constitution is written such that a local must not waiver from the whims of the International. In actual practice, the local union operates independently of the International and some of the constitutional provisions are not strictly enforced.

Most work is gained for the Construction Teamster by the local union officials through their efforts in negotiating collective bargaining agreements. Their power, however, is limited by the size of their organization, the strength of their competitor unions, and the attitude of their employers.

Real power in the Teamsters Union is exercised from the International Headquarters where the political arm of the Union is controlled. It can also exert its power in various localities through intervention in local union problems. In a case cited in Chapter 5, the International Headquarters aided a local union in forcing the Laborers to disclaim certain work in Worcester, Massachusetts that the Laborers were currently performing.





The General President of the Teamsters Union is given broad powers by the Constitution, including the authority to appoint organizers and special assistants. These appointments are a source from which the General President may reward loyal Teamsters and friends with influential jobs.



## CHAPTER 4

### TEAMSTER AGREEMENTS

The Construction Division utilizes four types of agreements to help stabilize wages and benefits for its members: national, statewide, local, and jurisdictional. This chapter summarizes the major agreements to illustrate the scope of Teamster involvement in the construction process. This summary is not intended to be all inclusive, but only to point out major provisions to enable the reader to appreciate the Teamsters role in the construction industry. In the discussion of each agreement, wording taken directly from the contract has been put in quotations.

#### 4.1 National Agreements

National agreements serve two primary functions: first, they help minimize a national contractor's contingencies by providing assurance from an international union of assistance in manning a project and settling disputes, and, second, they provide a standardized contract in which a contractor agrees to perform only union work, to subcontract only union work, and to meet the local wages, fringes, and other benefits.<sup>1</sup> The National Construction Agreement is of this type. Other national agreements, such as the National Pipe Line Agreement, serve a particular industry and have no local bargaining.<sup>2</sup> In addition to



these, maintenance on many projects is performed in accordance with national maintenance agreements such as the General Presidents' Project Maintenance Agreement By Contract and the National Maintenance Agreement. These four agreements, which the Teamsters are a party to, will be discussed in this section.

#### 4.1.1 National Construction Agreement

This agreement between the Teamsters Union and individual national contractors applies to all work under the jurisdiction of the Teamsters Union. As of this writing over 50 companies are bound by the contract. The contract extends to all work performed in the United States by the signatory companies, their subsidiaries, or any joint venture in which "the Employer is the sole managing partner". Provision is made for variances to the contract in the event of special conditions surrounding specific projects. In this case the special contract provisions will expire at the termination of the project. The content of the agreement can be altered only by the national headquarters of the Union acting as the "sole and exclusive bargaining agent" for the contract.

The general contractor is required to hold a pre-job conference prior to "commencement of work on a project" at which time he is to "advise the Union as to his expected requirement for employees, the probable starting date,



duration of the job, work schedules, and other matters affecting employees".

Equipment under Teamster jurisdiction is not specified. Agreements between the Teamsters and unions of the Building Trades control the jurisdictional assignments. These agreements are discussed in a later section.

All subcontractors are required to be signatory to this contract or to have a similar agreement with the Teamsters Union on a national or local level covering the work to be performed. The general contractor is held responsible for payment of wages and benefits in the event of default by the subcontractor. "The liability for wages shall be limited to a maximum of thirty (30) calendar days prior to notification of the Employer (general contractor) by the local union."

Non-Teamster vendors are allowed to make deliveries to the job site but are prevented from doing any job site work in connection with the delivery.

Employees performing Teamsters work are required, "as a condition of continued employment", to gain and maintain membership in the Union within eight days after commencing employment. This provision is not applicable in states which prohibit such requirement by right-to-work laws. The employer retains the right to determine the number of men required for a job and to reject any member sent to the job site by the local union. Discrimination in any form is





prohibited.

Wages and fringe benefits are not delineated in the agreement. Rather, contracts between Teamsters and local contractor associations are used to determine pay scales. In areas where no conditions have been established, the general contractor and Union are to negotiate all forms of compensation.

The Union may "designate a working employee as a job steward" to handle grievances and to transmit messages from the local union to the employer. He cannot initiate strike proceedings or become involved with hiring or firing procedures. In limiting the job steward's responsibilities and specifying them in this agreement, the Union disclaims any liability for unauthorized acts performed by the job steward.

Strikes and lockouts are prohibited by the agreement except when one party violates any provision of the contract. In jurisdictional disputes where the Union claims invasion of work, no work stoppage is allowed. If, after settlement, the work is awarded to the Union, the Teamster employee is to be "paid as if he had actually performed the work".

Grievances are settled at the job level if at all possible. If, after 48 hours, the dispute is not settled, representatives of the Teamsters Union and the other contracting party are to meet within five working days to settle the dispute. The representatives may elect to have a third party from a predetermined list render a decision



or utilize the services of the Federal Mediation and Conciliation Service. In either case, the arbitrator is required to reach a binding decision based solely on the contents of the agreement.

This agreement remains in effect on a year by year basis and can only be terminated by written notice prior to 90 days before the anniversary date of the agreement.

#### 4.1.2 National Pipe Line Agreement

This agreement is between members of the Pipe Line Contractors Association and the Teamsters Union. Other mainline pipe line contractors may participate in the agreement by signing an acceptance form. The agreement pertains to all pipe line up to the point where low pressure distribution systems branch off from the mainline supply, and to underground cablework when the employer subject to the contract is the general contractor or has complete control over the equipment used in laying underground cable.

Specific jurisdictional assignments are set forth in the contract and are presented in Figure 4.1. The groupings relate to the pay scale which is also specified in the agreement. Each state has its own wage rates which are determined either through negotiation between the Teamsters Union and the Pipe Line Contractors Association or by application of current highway wages. As an example of wage rates, the Massachusetts pay scale is presented in Figure 4.2.



FIGURE 4.1 TEAMSTER JURISDICTIONAL ASSIGNMENTS  
(NATIONAL PIPELINE AGREEMENT)

Group 1

Truck Mechanics

Group 2

Low Boy

Rollagon or similar type equipment

Group 3

A-Frame

Gin Pole

Tandem Float (4 & 5 axle)

Rubber-tired Tractor

Fork Lift

Winch Truck

Track Truck Equipment

Stringing Truck

Group 4

Single Axle Float (3 axle)

Flat Bed Truck (3 axle)

Dump Truck (3 axle)

Skid Truck (3 axle)

Hot Pass Truck (3 axle)

Water Truck (3 axle)

Fuel Truck

Grease Truck

Group 5

Stringer Bead and Hot Pass (2 axle)

Flat Bed Truck (2 axle)

Dump Truck (2 axle)

Skid Truck (2 axle)

Water Truck (2 axle)

Pickup

Bus

Jeep

Station Wagon

Ambulance

Warehouseman--Parts Hustler

Team Driver

Swamp Buggy or similar type equipment



FIGURE 4.2 MASSACHUSETTS WAGE SCALE  
(NATIONAL PIPELINE AGREEMENT)

	5/1/74
Group 1	\$7.20
Group 2	7.20
Group 3	6.95
Group 4	6.95
Group 5	6.80
Welfare	.48½
Pension	.57½

Vacation: (After 4 months service ½ day's pay on severance for each month employee worked 15 days or more -- not to exceed 5 days)

Additional Overtime: Time and One-half on Saturday and double time on Sunday.

Additional Holidays: Washington's Birthday, Memorial Day, Patriot's Day, Columbus Day, and Armistice Day. (Paid holidays according to Local Road Builders Agreement).





When new equipment is to be used for the transportation of men or materials, and is not covered by those listed in Figure 4.1, the classification and wage rate is determined prior to use of the equipment.

The employer is required to hold a pre-job conference in order that agreement can be reached "upon such matters as the length of the work week, the number of men to be employed, the lay off procedure, (and) the applicable wage rates in accordance with the contract".

Equipment "leased, rented, or borrowed" by the employer, and not listed in Figure 4.1, is exempt from the contract if the owner of such equipment provides his own operator as a condition of such use of the equipment. The Teamsters Union may not restrict the amount of work to be performed during the workday and the employer may use any labor-saving devices he deems appropriate.

All grievances "between the contractors' supervisory personnel and union representatives in the field are to be settled on the job wherever possible". If, after 48 hours, no agreement has been reached, the matter is referred to an International Union representative and the Executive Secretary of the Pipe Line Contractors Association. If not settled after an additional period of 48 hours, the dispute is sent to an Arbitration Board consisting of five members: two chosen by the Union, one by the general contractor, one by the Pipe Line Contractors Association, and one chosen



jointly by the other four members. A majority decision shall bind the parties concerned. Any jurisdictional dispute or other serious matter which could effect the pipeline industry is referred to the National Pipeline Industry Joint Policy Committee which has been set up by the Pipe Line Contractor Association, the Teamsters Union, and three other International Unions (Operating Engineers, Laborers, and Pipefitters) which have signed National Pipe Line Agreements.

This agreement runs from year to year and can only be terminated by either party with written notice 60 days prior to the anniversary date of the contract.

#### 4.1.3 General Presidents' Project Maintenance Agreement By Contract

The purpose of this agreement is to provide working rules and wage scales for maintenance work done in industrial plants. Maintenance is defined as "work performed for the repair, renovation, revamp and upkeep of property, machinery, and equipment within the limits of the plant property".

The thirteen International Unions listed in Figure 4.3 have signed the agreement. An individual union contractor may become party to the agreement for specific projects in which he is responsible for continued maintenance.



FIGURE 4.3 SIGNATORY UNIONS TO THE GENERAL  
PRESIDENTS' PROJECT MAINTENANCE  
AGREEMENT BY CONTRACT

International Brotherhood of Teamsters, Chauffeurs, Warehousemen and Helpers

International Association of Heat and Frost Insulators and Asbestos Workers

International Brotherhood of Boilermakers, Iron Ship Builders, Blacksmiths, Forgers and Helpers

Bricklayers, Masons and Plasterers International Union of America

United Brotherhood of Carpenters and Joiners of America

Operative Plasterers and Cement Masons International Association

Sheet Metal Workers International Association

Laborers' International Union of North America

International Union of Operating Engineers

International Brotherhood of Painters and Allied Trades

United Association of Journeymen and Apprentices of the Plumbing and Pipe Fitting Industry of the United States and Canada

International Brotherhood of Electrical Workers

International Association of Bridge, Structural, and Ornamental Iron Workers



The parties to the contract recognize that "project maintenance conditions do not always justify adherence to craft lines". For this reason the agreement acts as a pre-hire contract in which job responsibilities and working conditions can be specified.

If, during the hiring and assignment of jobs procedure, representatives of the International Unions fail to reach agreement, the matter is referred "to the General President's Committee for assistance in resolving said dispute". This committee, which was first formed in 1958 and consists of representatives of the 13 signatory unions, exists to settle jurisdictional disputes and to negotiate changes in the agreement.<sup>3</sup>

Grievances which cannot be settled either at the job level or by the International Union and contractor involved are referred to the General Presidents' Committee. "In the event agreement is not reached within 10 days, then either party may appeal within ten (10) days to an impartial arbitrator" of the United States Mediation and Conciliation Service or the American Arbitration Association for a decision.

As with other national agreements, the contract runs from year to year with a termination provision requiring 60 days written notice.





#### 4.1.4 National Maintenance Agreement

This agreement is between members of the National Erectors Association and the Teamsters Union. It is similar to General Presidents' Project Maintenance by Contract in content and purpose. The agreement does not cover any form of new construction and applies only to "work performed of a renovation, repair, or maintenance character within the limits of the plant". The National Erectors Association has executed similar agreements with other unions of the building trades.

Jurisdictional disputes are referred to the International Unions involved for settlement. Other grievances are settled at the job site if possible. If negotiations fail at this level, the matter is referred to the business agent of the Union and the contractor's supervisor at the job site. If agreement still cannot be reached, the dispute is heard by a representative of the International Union and the Labor Relations Manager of the member contractors. Further failure to reach settlement will result in the matter being referred to an arbitration service or a disinterested third party for a "final and binding" decision.



## 4.2 Statewide Agreements

Statewide agreements, as with national agreements, exist for the mutual benefit of the unions and contractors involved. These agreements are convenient for the contractor because it allows him to have a staff of experienced personnel from a Contractor's Association perform his collective bargaining. For the union, an area agreement provides standardization of wages and conditions and helps to eliminate the conflict which can exist between two locals of the same union which operate in close proximity but under varying contract provisions.

The Teamsters have only one statewide contract in Massachusetts affecting the locals of the Construction Division. The Massachusetts Heavy Construction Agreement exists between the Construction Industries of Massachusetts and the Teamsters' local construction unions of the state. It is applicable to all "highway and heavy" construction in the state performed by signatory members requiring the use of Teamster operators.

Although the agreement applies to "trucks of all descriptions", no distinction is made with regard to which operations involved with each piece of equipment belong to the Teamsters. Presumably (but not stated in the contract) signatory companies must look at other current agreements between Teamsters and other unions of the building trades



to determine job assignments. The major area of potential conflict on heavy construction projects exists between the Teamsters and Operating Engineers. A later section on jurisdictional agreements covers the 1969 agreement between these two unions.

Wages are specified by type of equipment and are contained in an attached schedule to the contract. Provision is made for wage increases every six months for the life of the contract.

A joint committee was established by the contract to settle disputes in the event that they cannot be resolved at the local level. The committee is composed of two representatives each of the Union and the signatory contractors. A further provision is made for settlement by the American Arbitration Association if the joint committee cannot resolve the issue.

The agreement is written for a three year period and renews itself "from year to year unless either party to the agreement gives written notice to the other party at least sixty (60) days prior to the expiration of this Agreement of a desire to change or amend this Agreement". The current contract is for the 1976-1979 time frame.



### 4.3 Jurisdictional Agreements

Jurisdictional Agreements establish work responsibilities and serve to promote harmony among the unions by setting forth guidelines for jurisdictional assignments. Agreements are made as a result of disputes or in anticipation of potential jurisdictional conflicts. This section presents a brief summary of existing jurisdictional agreements between the Teamsters Union and other unions of the building trades.

#### 4.3.1 Teamsters and Carpenters

In 1936 it was agreed that "truck drivers who drive trucks hauling lumber or finished wood products" come under the jurisdiction of the Teamsters.

The Teamsters and Carpenters entered into an agreement in 1973 which contained three provisions. First, it was agreed that each union would refrain from attempts to organize or represent an established collective bargaining group which was already associated with the other union. Second, each union agreed not to "intervene in any decertification proceeding" involving members of the other union or to compete for their representation. Finally, it was mutually agreed upon that all disputes concerning this agreement would be "referred to the International Presidents of both unions" but only after attempts to resolve the





matter at the local union level have failed.

#### 4.3.2 Teamsters and Electrical Workers

In 1942 an agreement was signed by the Teamsters and Electrical Workers which made jurisdictional assignments in the area of their common interests. It was agreed that the "operators of any vehicle delivering electrical materials" to the job site fall within the jurisdiction of the Teamsters. It was further stipulated that vehicles which are used to transport electrical workers and materials to and from the job site, and which are essential to the work being performed (vehicle remains with worker at job site), come within the jurisdiction of the Electrical Workers. It was also agreed that the Electrical Workers had jurisdiction over vehicles used for transportation of tools and repair equipment for emergency work.

Except for emergency work, the line dividing jurisdictional claims appears to hinge on whether or not the vehicle remains at the job site.

#### 4.3.3 Teamsters and Operating Engineers

The development of dual-purpose trucks necessitated an agreement between the Teamsters and Operating Engineers for clarification of jurisdictional assignments with regard to the equipment. The controversy developed due to the



fact that the dual-purpose truck could be used for hoisting and/or transportation. In 1945 the two unions agreed that when used exclusively for transportation (with the load on a bearing surface) the truck comes under the jurisdiction of the Teamsters. When used solely for hoisting, the equipment comes under the authority of the Operating Engineers. For cases in which the load is transported small distances while suspended from a hoisting mechanism, the Operating Engineers retain jurisdiction. However, when transported over large distances, the transportation belongs to the Teamsters while the hoisting remains with the Operating Engineers. Although a large distance is not defined, the agreement calls for mutual cooperation between the two unions in establishing and maintaining proper jurisdictional assignments.

In 1969 the Teamsters and Operating Engineers signed a comprehensive agreement detailing jurisdictional assignments for various pieces of equipment which are used by both trades. The agreement specified the following:

1. Dual-purpose trucks: Reaffirmed the 1945 agreement concerning the equipment.
2. Trucks making deliveries with hoisting equipment attached: Teamsters are responsible for delivery and unloading of materials. However, if unloading involves hoisting materials on to scaffolds or otherwise into place, it belongs to the Operating Engineers.



3. Rubber-tired farm tractors: If used without attachments and only for transportation, Teamsters exercise jurisdiction. With attachments, the Operating Engineers maintain the work.
4. Crawler-type equipment: Operation of track trucks for transportation belongs to the Teamsters. All other crawler-type equipment is under the jurisdiction of the Operating Engineers.
5. Fork lifts: Teamsters retain jurisdiction of fork lifts only within the confines of a warehouse.
6. Scrapers: Self-loading earth-moving equipment belongs to the Operating Engineers while all end-dump, bottom-dump, and side-dump equipment belongs to the Teamsters.
7. Fuel trucks: Teamster jurisdiction.
8. Grease trucks: Operating Engineers jurisdiction.
9. Combination fuel and grease trucks: The operators are to be a team consisting of Teamsters and Operating Engineers.
10. Stringer bead trucks: Teamster jurisdiction.
11. Tack trucks: Teamster jurisdiction.
12. Tack tractors: Operating Engineers jurisdiction.
13. Mechanics: If separate repair shops are set up at the job site, Teamsters have jurisdiction over repair of equipment operated by Teamsters. When a



joint repair shop is set up or no such shop exists at the job site, Operating Engineers are to perform all repair work.

14. Ross carriers: Teamsters have jurisdiction for operation on public roads and highways. Operating Engineers control operation at job sites.

15. Water trucks and water pulls: When used for compacting, the Operating Engineers have jurisdiction. When used for spraying road beds or construction sites, the Teamsters are to have the work assignment.

16. Pickup trucks: Teamsters have control of transportation of men and materials. However, master mechanics and foremen of the Operating Engineers are allowed to use pickup trucks in the performance of their duties.

17. Mechanical sweepers: When attached to trucks, Teamsters have jurisdiction.

18. Ready-mix concrete trucks: Although the Operating Engineers operate hoses and pumps associated with ready-mix concrete, the Teamsters retain jurisdiction of the transportation of the concrete on to and around the job site.

Shortly after this agreement went into effect, a joint letter signed by the presidents of the two unions was sent to all vice presidents, representatives, and local unions





stressing the importance of the agreement and reaffirming that the purpose of the agreement was to resolve jurisdictional disputes.

#### 4.3.4 Teamsters and Pipefitters

In 1975 the Teamsters entered into an agreement with the Pipefitters, the content being the same as the agreement executed between the Teamsters and Carpenters in 1973 in which the unions agreed to honor each others jurisdictions.

#### 4.3.5 Teamsters and Laborers

In 1947 the Teamsters and Laborers entered an agreement to clarify jurisdictional assignments. It was agreed that the Teamsters should retain jurisdiction for the initial delivery at the job site and for vehicular transportation of materials around the job site. The Laborers were given jurisdiction over distribution of materials to mechanics and men performing general laborer's work when materials are transported using wheelbarrows, buggies, or any future mechanical equipment used to replace them. Warehousing of materials was given to the Teamsters except where a tool house, receiving lot, or shed is operated at the actual job site where construction is being performed. Jurisdiction over lumber yards and plants used for the manufacture of cement organized after the agreement went



into effect belongs respectively to the Teamsters and Laborers. Yards and plants organized prior to the agreement retained their former status.

#### 4.4 Local Agreements

Most work performed by a local union is done under contracts which are applicable only in their area of jurisdiction. They are similar in content and contain by and large the same provisions as a national or area agreement. Most local agreements have life of 2 to 3 years with a clause specifying procedures for renewal and amendments or changes. During renewal primary emphasis is placed on determining wage scales and altering provisions which have proved burdensome or caused significant grievances in the past. At this time the union will attempt to negotiate recent contract changes advocated by the International Union.

All local agreements must be approved by the Joint Council and Area Conference prior to its execution.<sup>4</sup> Construction Division locals are required to send copies of all contracts to the Construction Division headquarters in Washington, D. C. where they are kept on file. In addition, each year the local must send to the Area Conference and International Union "a list of agreements in effect, showing the name of the employer or employers parties thereto, location or locations, and the expiration date".<sup>5</sup>



The General Executive Board of the International Union may, if information is received concerning proposed contracts which would prove detrimental to the members of the International, direct the local union to refrain from executing the contract.<sup>6</sup> This might occur if a local union is negotiating a wage scale which is less than the prevailing wage for similar work in the area.

Most local contracts are with local industrial or construction companies and concrete and lumber suppliers. The industrial company with a significant need for operators of transportation vehicles will often elect to negotiate major local contracts with the Teamsters. To serve the specialized needs of the employers, many of the employees hired will not perform work in a single craft. It is for this reason that some Teamster classifications are listed as plumbers, electricians, or carpenters. These men do not perform the work of the trade in the traditional sense but will perform maintenance or construction of a minor nature. In keeping most of his men under one contract (a Teamster contract), the employer eliminates many hours needed for collective bargaining. In the absence of this agreement covering the majority of workers, the employer might require a separate contract for each trade even though he might employ only a handful of a particular trade.



Some contracts are used to supplement a national or area contract. The Massachusetts Heavy Construction Agreement contains a provision which requires a contractor to sign an additional agreement when a ready-mix concrete plant is set up at the job site if the local union exercising jurisdiction so requests.<sup>7</sup> Under the National Construction Agreement, a separate contract specifying wages and working conditions is required if the work is to be performed in an area where such conditions have not been previously established.<sup>8</sup>

#### 4.5 Summary and Observations (Agreements)

Through its collection of agreements the Teamsters Union attempts to negotiate higher wages and better working conditions for its members and to expand work jurisdiction when possible. The national and statewide agreements allow for collective bargaining on a large scale to provide uniform working conditions and equitable wage rates for the area in which the work is performed. The jurisdictional agreements provide a means whereby the International Union can bargain with other unions for jurisdictional claims. These contracts help promote harmony by providing a common meeting ground where jurisdictional disputes can be resolved. It also allows the unions to negotiate jurisdictional changes when technology forces an issue. Finally, the local





contracts, by which most work is performed, are used as a vehicle for establishing specific conditions which are appropriate for the Union, the employer, and the location.

Some observations regarding the contracts are in order. Most contracts have many similar provisions: requirement for a pre-job conference; subcontractor restrictions; requirement for an employee to join the union after a specified number of days on the job (except in states having a "right-to-work" law); continuation provisions of the contract, and; grievance procedures.

In reviewing the Teamster contracts it was noted that they are sometimes conflicting. For example, the 1969 agreement with the Operating Engineers specifies that grease trucks come under the jurisdiction of the Operating Engineers. However, the National Pipeline Agreement gives jurisdiction to the Teamsters. It would appear clear that the Teamsters should have jurisdiction when work is performed in accordance with the national agreement. Difficulty, however, could arise in the situation where no local precedents have been established and a confused contractor is trying to make job assignments.

To resolve inconsistencies in various contracts, statements of seniority of agreements are generally included in the provisions. National contracts take precedence over area or local agreements.



## CHAPTER 5

## JURISDICTIONAL DISPUTES

In an effort to quickly resolve jurisdictional disputes, the Construction Division has distributed to local union representatives a Construction Hand Book. The purpose of the book is best stated in the words of President Frank E. Fitzsimmons:

"This handbook has been prepared by the International Union to help local union representatives better represent the membership; administer their agreements; and police the jurisdiction. It contains important standards and guidelines useful to the local representatives in his day to day work in representing material drivers and construction worker."<sup>1</sup>

The handbook contains the four national agreements, a copy of the Davis-Bacon Act, plus two sections on jurisdictional agreements, recorded decisions of jurisdictional disputes, and the procedure for the settlement of jurisdictional disputes.

Although many agreements specify particular steps to be taken in the event of a jurisdictional dispute, the handbook contains the general procedure for the local union representative to follow for disputes with unions affiliated with the Building and Construction Trades Department. This procedure, taken from the handbook, is reprinted in Appendix A.



As a preface to the discussion of the jurisdictional dispute settlements in this chapter, a brief mention of related topics is necessary for an understanding of the impact of these decisions. These topics include Teamster jurisdictional claims, the collective bargaining process, Joint Council operations, and the Teamsters Union relationship with Local Building and Construction Trades Councils and General Contractor Associations.

### 5.1 Teamster Jurisdictional Claims

The Teamsters have a very broad claim to jurisdiction as seen by an excerpt from their Constitution:

"This organization has jurisdiction over all workers including, without limitation, teamsters, chauffeurs, warehousemen, and helpers; all who are employed on or around horses, harness, carriages, automobiles, trucks, trailers, aircraft, and all other vehicles hauling, carrying, or conveying freight, merchandise, or materials; automotive sales, service and maintenance employees; garage workers and service station employees; warehousemen of all kinds employed in warehouse work, stockmen, shipping room employees and loaders, that is, persons engaged in loading or unloading freight, merchandise, or other materials on, to, or from any type of vehicle; all classes of dairy employees, inside and outside, including salesmen, brewery and soft drink workers; workers employed in ice cream plants, all other workers employed in the manufacture, processing, sale and distribution of food, milk, dairy and other products, all truck terminal employees, cannery workers, and all craft or classes of airline employees."<sup>2</sup>



Within the construction industry, jurisdictional problems between the Teamsters and other unions arise due to the interpretation of where the boundary lines between jurisdictions should be. In the struggle to retain employment for their members, each union strives to keep current jurisdictional holdings and to expand their areas of responsibility where feasible within the claims set forth in their constitutions. The result is a give and take situation where the stronger union is more often the winner. Although jurisdictional gains or losses are best seen at the local level where area practice often dictates work assignment, jurisdictional claims can be recognized at the international level where national agreements or decisions are in effect.

## 5.2 Collective Bargaining

Bargaining between the Union and its various employers takes place on both a formal and informal level. The formal mechanism consists of contract negotiation and pre-job conference proceedings while informal bargaining is a continuous process whereby local union officials and their counterparts in other unions or employer associations exchange ideas and make concessions.

Negotiation committees for national agreements are the most formal part of collective bargaining. For the





Teamsters the committee will typically consist of the General President of the International Union, the General Secretary-Treasurer, the Director of the Construction Division, the Vice Presidents of the Area Conferences, and representatives from various local construction unions across the country.

Statewide agreements are negotiated by committees consisting of representatives from the Joint or Area Councils and all of the local construction unions in the state.

Local unions rely on advice from the Joint Councils and Area Conferences in negotiating their contracts. However, only the officers of the local union will participate in the collective bargaining process.

Bargaining during renewal proceedings for local contracts does not have a set format. Each contract differs in complexity due either to the provisions contained or the personality of the other party. Time constraints may also dictate the method of negotiation. The President of the local will decide whether the bargaining requires a committee or simply a representative. Negotiations will normally begin about 60 days prior to expiration of the agreement.

The pre-job conference is the most important phase of union bargaining. During this process the scope of work is defined and existing contracts are reviewed to determine



work responsibilities. If necessary, additional agreements may be signed for special circumstances or in compliance with provisions of national or area agreements. Collective bargaining for agreements lays the foundation for work assignments, but it is the business agent's skillful work at the pre-job conference that provides employment for the union members. It is during the pre-job conference that jurisdictional holdings can be won or lost. When contracts are vague in detailing responsibilities, the relative strength of the bargaining unions is an important factor. The aggressive business agent will not yield any jurisdiction to other unions and will recruit workers if necessary to fill job openings.

### 5.3 Joint Council Operations

All local unions in cities which have three or more local Teamster Unions must affiliate with the Teamsters' Joint Council for that city. The Executive Board of a Joint Council consists of a President, Vice President, Recording Secretary, Secretary-Treasurer, and three Trustees. The officers of all locals are members of the Joint Council and participate in its proceedings.



One of the primary purposes of the Joint Council is to settle jurisdictional disputes between local Teamster unions affiliated with the same Joint Council. In the event of such a dispute, the Executive Board of the Joint Council will make a determination as to rightful jurisdiction subject to appeal to the General Executive Board of the International Union whose decision is final. For disputes between locals affiliated with different Joint Councils, the matter is referred directly to the General Executive Board.<sup>3</sup>

In reaching a decision the Executive Board of the Joint Council may appoint a panel consisting of one or more disinterested parties to hear the case and submit a written report. However, the final decision can only be made by the Executive Board itself.<sup>4</sup>

#### 5.4 Teamsters Relations with Local Building and Construction Trades Councils and General Contractor Associations

Although the Teamsters were expelled from the AFL-CIO in 1957, local unions are allowed to affiliate with Local Building and Construction Trades Councils. Of the two locals studied only one was a member of a Council. Local 991 of Mobile, Alabama, which does belong to a Council, enjoys a much better relationship with other unions and contractor associations than does local 379 of Boston,



Massachusetts which is not a member.

Through the Building and Construction Trades Council of Mobile, Alabama-Pensacola, Florida, local 991 is a party to a Master Agreement between 28 local unions and the members of the Mobile Chapter of the Associated General Contractors (AGC) of America, Inc. This agreement clearly defines jurisdictional responsibilities and helps eliminate disputes between the Teamsters and other unions such as the Laborers and Operating Engineers which might have overlapping responsibilities if such an agreement did not exist. A lawyer for the Mobile Chapter of the AGC stated that he could not think of any adverse comments to make concerning the Teamsters relationship with the AGC.

In contrast to this excellent working relationship, local 379 of Boston has a strained relationship with the AGC of Massachusetts. One officer of the AGC stated that Teamster jurisdictional claims at the job site are not recognized. The aggressiveness of the AGC in thwarting Teamster attempts to gain work is demonstrated by a suit filed by them in 1975 to prevent the Teamsters from forcing contractors to hire Teamsters rather than Laborers. This case is cited in a later section of this chapter.

The Teamsters do maintain a good relationship with the Construction Industries of Massachusetts as evidenced by their participation in the Massachusetts Heavy Construction





Agreement and by favorable comments of an officer of the association. This agreement, however, has only 21 signatory contractors, most of whom operate outside of local 379's jurisdiction. Therefore, it is only one small part of their involvement in the construction industry.

Whereas Teamsters in Mobile have a formal mechanism through which they maintain contact with the other players in the construction process, local 379 in Boston must deal with most contractors and other unions on an individual basis. If work to be performed is not covered by a national or state agreement, the Boston local must negotiate individually with each employer. In Mobile, much of the Teamster work is done under the Master Agreement.

### 5.5 Jurisdictional Dispute Settlements

Jurisdictional disputes can be settled in three ways: National Joint Board proceedings, National Labor Relations Board decisions, and through mechanisms set up by agreement. This section presents some of the important cases which involve the jurisdictional claims of the Construction Division of the Teamsters Union.



### 5.5.1 Jurisdictional Disputes Resolved by the National Joint Board

Since its creation in 1908, the Building and Construction Trades Department of the A. F. of L. has utilized various methods in settling jurisdictional disputes. Each method was replaced by new procedures as the former failed to adequately serve its purpose.

Until 1973 jurisdictional disputes were resolved through the National Joint Board for the Settlement of Jurisdictional Disputes which was first operative in 1948 and later modified in 1949.\* Under the plan, contractors are to make job assignments based on:

- "(1) a decision of record or an agreement of record;
  - (2) where no decision or agreement applies, the contractor is to assign the disputed work in accordance with established past practices in the local area; or (3) if neither (1) nor (2) apply, the contractor is to make a specific assignment according to his best judgment after consulting representatives of the contesting trades and considering other relevant facts or arguments."
- 5

Once an assignment is made, it cannot be changed unless ordered by the National Joint Board or agreed upon by the International Unions involved.<sup>6</sup>

---

\*

On June 1, 1973 the National Joint Board was reorganized again and is currently called the Impartial Jurisdictional Disputes Board. The procedures are basically the same, and since decisions involving the Teamsters were made by the National Joint Board, only the Joint Board procedures will be described.



The Joint Board consists of an impartial chairman and eight regular and eight alternate members representing the International Unions and the Employer Associations. The Joint Board is empowered to make job decisions only. In making its decision, the Joint Board first reviews previous decisions or agreements of record to see if any are applicable to the case; if not, it reaches a decision based on the established practice in the area of the dispute.<sup>7</sup>

National decisions are made by the Hearings Panel which is composed of an impartial umpire, two disinterested General Presidents from member International Unions, and two disinterested members of the various Employer Associations. Disputes may reach the Hearings Panel as a result of a specific request by an International Union or through referral by the Joint Board. Prior to the Hearings Panel making a decision, the impartial umpire will attempt to have the International Unions involved execute a national agreement settling the dispute. If this is not possible the Hearings Panel renders a binding decision. In either case the agreement or decision becomes part of the record.<sup>8</sup>

The National Joint Board has recognized some of the agreements and decisions made through prior arbitration procedures utilized by the Building and Construction Trades Department and includes them in its "Green Book".





The Teamsters were involved in three of these cases. The first case, in 1923, resolved a dispute between the Teamsters and Iron Workers. It was held that all loading, unloading, or hauling of materials in trucks, automobiles, or wagons comes under the jurisdiction of the Teamsters, but if such material is to be hoisted from the vehicle at the construction site at the direction of a person in charge of the erection of a building, it is the work of the Iron Workers.<sup>9</sup> In 1950, the President of the Building and Construction Trades Department requested the President of the A. F. of L. to rule as to whether or not this decision applied to all building materials used by all trades or just to the material used by the Iron Workers. The reply was in favor of the Teamsters.

The second case involved a dispute between the Teamsters and Operating Engineers in 1939. It was ruled that the Teamsters had jurisdiction over all power driven equipment used for transportation and that the Operating Engineers had jurisdiction over all other uses of power driven equipment. As shown earlier, the 1969 Teamster/Operating Engineer Agreement expands this decision.

The final dispute prior to the establishment of the National Joint Board resulted in the jurisdictional agreement between the Teamsters and Electrical Workers which was previously discussed in Section 4.3.2.



Since the establishment of the National Joint Board, all jurisdictional disputes between the Teamsters and other affiliates were settled by the Joint Board and not the Hearings Panel. Hence, these decisions apply only to the job at which the dispute occurred. Although the Teamsters no longer affiliate with the Department, it views the decisions made as a basis by which future disputes may be settled. Below is a brief discussion of the disputes settled while the Teamsters participated in National Joint Board proceedings.

#### 5.5.1.1 Teamsters and Carpenters

Only two cases went to the National Joint Board for consideration. Prior to these disputes the only agreement with the Carpenters was made in 1936 in which the only item stipulated was that trucks hauling lumber or finished wood products would come within the jurisdiction of the Teamsters. The agreement did not specify responsibilities concerning preparation, loading, or unloading of materials which the two disputes involved. The Teamsters lost both cases. In 1958 the National Joint Board awarded the preparation, crating, and skidding of machinery to the Carpenters and in 1959 the unloading, stockpiling, reloading, and erection of precast concrete slabs and posts was awarded jointly to the Carpenters and Iron Workers.



#### 5.5.1.2 Teamsters and Electrical Workers

Between 1957 and 1962 seven cases were resolved by the Joint Board. All decisions appear to be strict interpretations of the 1942 agreement except one which concerned an area not stipulated by the contract. In this instance, the dispute involved jurisdiction over loading and unloading electrical supplies and equipment when transported from the warehouse to electrical workshops. The decision was in favor of the Electrical Workers. The 1942 agreement only dealt with transportation of electrical equipment to and around the job site. Other disputes resulted in the determination that the initial delivery and unloading of equipment by hand at the warehouse or job site and the operation of any vehicle used only for transportation belonged to the Teamsters Union. All handling beyond initial delivery and unloading as well as the operation of vehicles used for direct electrical installation was awarded to the Electrical Workers.

#### 5.5.1.3 Teamsters and Operating Engineers

The Operating Engineers won each of the 28 cases involving jurisdictional disputes with the Teamsters. The majority of cases involved the use of A-frame and fork lift trucks. The 1969 agreement between the Teamsters and Operating Engineers effectively negates these holdings in



that the Teamsters gained jurisdiction over specific uses of the equipment. According to the agreement the Teamsters have jurisdiction over A-frame trucks when used for transportation and the use of fork lift trucks within the confines of a warehouse. In the cases heard by the Joint Board between 1956 and 1961 it was held that these uses of the equipment belonged to the Operating Engineers.

An additional gain from the 1969 agreement involved the use of water trunks for spraying road beds. The agreement gives jurisdiction to the Teamsters while a case in 1958 held that the work should be done by the Operating Engineers.

#### 5.5.1.4 Teamsters and Pipefitters

Since there are no agreements between the Teamsters and Pipefitters specifying jurisdictional boundaries, the cases resolved by the Joint Board between 1957 and 1961 are important in establishing work responsibilities. The decisions grant initial unloading and checking of materials within a warehouse and handling and distribution of materials with a 1½-ton truck to the Teamsters. The pipefitters were awarded jurisdiction over handling of materials after initial unloading at the warehouse and the hand unloading and checking of materials outside the confines of a warehouse.



#### 5.5.1.5 Teamsters and Iron Workers

Six of the seven decisions by the Joint Board between 1956 and 1960 were all decided in favor of the Iron Workers. These cases involved disputes concerning jurisdictional rights over the loading and unloading of materials used by the Iron Workers. The only victory for the Teamsters was the moving of equipment and furniture into buildings.

The observant reader might recognize that these decisions are not consistent with the decision of record involving a dispute between the two unions in 1923. While that decision gave loading and unloading operations to the Teamsters, the decisions by the National Joint Board ruled that jurisdiction belonged to the Iron Workers. However, the Joint Board is directed to "not ignore the interests of the consumer in settling jurisdictional disputes".<sup>10</sup> This reason, along with the circumstances of each case, apparently caused the members of the Joint Board to disregard the earlier agreement.

#### 5.5.2 Decisions of the National Labor Relations Board (NLRB)

The NLRB was established by the Labor Management Relations Act (LMRA) in 1947. One purpose of the NLRB is to settle jurisdictional disputes affecting commerce. It derives its authority from Section 10(k) of the LMRA:





"Whenever it is charged that any person has engaged in an unfair labor practice within the meaning of paragraph (4) (D) of Section 8 (b), the Board is empowered and directed to hear and determine the dispute out of which such unfair labor practice shall have arisen, unless, within ten days after notice that such charge has been filed, the parties to such dispute submit to the Board satisfactory evidence that they have adjusted, or agreed upon methods for the voluntary adjustment of the dispute. Upon compliance by the parties to the dispute with the decision of the Board or upon such voluntary adjustment of the dispute, such charge shall be dismissed."

Paragraph (4) (D) of Section 8 (b) states that it is an unfair labor practice for any labor organization to take any action where the object is:

"forcing or requiring any employer to assign particular work to employees in a particular labor organization or in a particular trade, craft, or class rather than to employees in another trade, craft, or class, unless such employer is failing to conform to an order or certification of the Board determining the bargaining representative for employees performing such work:"

Therefore the NLRB will hear cases in the construction industry when the unions involved are not subject to the National Joint Board Proceedings or do not have other agreed upon methods for settlement of the disputes. Since the Teamsters no longer take part in Joint Board proceedings, the NLRB is an important mechanism by which their disputes may be adjusted.



In making a determination the NLRB will consider such factors as collective bargaining agreements between the unions and employers, past and current employer and area practices, and the efficiency of the labor group performing the work.

It is important to recognize that the NLRB may exercise wide discretion in rendering its decisions and that decisions made apply only to the case before it.

Many cases involving the Teamsters in the construction industry have been heard by the NLRB. Two cases are cited here to illustrate the type of decisions rendered by the Board.

In 1975, the NLRB heard a case brought before it by the Associated General Contractors of Massachusetts.<sup>11</sup> The charges alleged that a Teamster local union in Worcester had violated Section 8 (b) (4) (D) of the LMRA by attempting to force two contractors to hire Teamsters rather than the Laborers which the contractors currently employed. The facts of the case revealed that the Laborers' local business manager, at the direction of a Vice President of the International Union, "signed a memorandum of understanding" with the Teamsters in which "the Laborers agreed to disclaim this work". The Teamsters business agent informed the two contractors that he would picket if they did not hire Teamster drivers. They refused and the Teamsters set up a picket line at a site where one of the contractors was



preparing to do some work. The Laborers then refused to cross the picket line and the contractor signed a contract with the Teamsters in order to complete the work. The next day charges were filed. In rendering its decision the NLRB found that the memorandum of understanding was not binding due to the circumstances under which it was executed. It was also found that the work in dispute ("loading, unloading, and driving of trucks which are used for transporting equipment and materials to and from construction sites and to and from different areas located within the site") had been performed by Laborers for at least 20 years. It was further found that if the Teamsters were allowed to drive the trucks they would be idle when not operating the trucks since all other work done by the contractor was clearly within the Laborers' jurisdiction. Since the trucks were not used often, the hiring of Teamsters would be inefficient and of great cost to the contractor. The NLRB, therefore, ruled that the work in dispute properly belonged to the Laborers.

In the limited number of cases reviewed by the author, it was found that the NLRB gives great weight to the employer's reasoning for his hiring practice. It is only reasonable that a contractor will hire employees which will be efficient and lower his costs. This is not to say that having Teamster drivers will always result in inefficiencies.



Indeed, the reverse may be true. A 1975 case illustrates the point.<sup>12</sup> The case involved a contractor who delivered and placed pre-cast concrete products into prepared excavations. He had for the last 10 years utilized Teamsters as drivers and for the placement of products at the job site. The Operating Engineers argued that hoisting of materials into place should be under their jurisdiction in accordance with Article II of the 1969 Teamster/Operating Engineer Agreement. The NLRB ruled that the work belonged to the employees of the Teamsters. Its decision was based upon the facts that the contractor had been using Teamsters in the past and had a collective bargaining agreement with the Teamsters. Employing Operating Engineers as well as Teamsters would increase the operating costs of the contractor.

During an interview with a lawyer representing the Teamsters Union, he pointed out that many of the early NLRB decisions were pro-labor. The reason for this was that many members of the Board were former union officials and were sympathetic with union problems. Recently, however, there had been a great tendency for the NLRB to render decisions favorable to employers.





### 5.5.3 Other Jurisdictional Dispute Settlements

The purpose of a pre-job conference is to agree on job assignments so that jurisdictional disputes may be avoided. There are instances, however, in which a dispute may arise. The contractor may knowingly or inadvertently make an improper job assignment. There may also be work not discussed at the pre-job conference which two or more unions claim jurisdiction. The majority of these cases are settled by the local unions involved or by representatives of the International Unions. These settlements are put in writing and apply only to the work in dispute.

A national agreement may also contain procedures for the settlement of jurisdictional disputes. The National Pipe Line Agreement provides for a Joint Policy Committee to hear disputes and to render a job decision. If agreed upon by the International Unions involved, a national decision can be made.



## CHAPTER 6

## TEAMSTERS AT WORK:

## THE JOBS THEY ACTUALLY CONTROL

The work actually performed by construction workers of the Teamsters Union under locally negotiated agreements varies from local to local. This chapter describes the actual jobs controlled by the Teamsters for two different locals and points out the possible reasons why differences exist.

The two locals studied were Local 379 of Boston, Massachusetts and Local 991 located in Mobile, Alabama. Information presented was collected through personal interviews with union officials and telephone conversations with officers of the Local Building and Construction Trades Council and various contractor associations.

Local 379 of Boston has jurisdiction over all Teamster work performed inside of Route 128, the perimeter highway of the city which also includes the major suburbs. The local currently has 15 contracts covering the work performed by its 1,150 construction workers. Figure 6.1 presents a breakdown by category of the various types of contracts utilized by the Teamsters for construction work. The approximate shares of market are the best estimates of the union's officials and indicate the combined percentage of the work performed by the employers having agreements with



FIGURE 6.1  
COLLECTIVE BARGAINING AGREEMENTS-- LOCAL 379

<u>Type of Contract</u>	<u>Number of Contracts</u>	<u>Share of Market*</u>	<u>Teamsters Employed</u>	<u>Typical Length of Contract</u>
Concrete/general building material suppliers	13	85%	650	3 years
Lumber suppliers	1	85-90%	200	3 years
Dump truck operators (specialty sub- contractors)	1	50%	300	3 years

\* Union's estimate



the Teamsters for work performed inside of Local 379's jurisdictional area.

Teamsters working for the concrete and general building material suppliers perform all jobs necessary for the preparation and delivery of ready-mix concrete, warehouseman duties, and operation of all trucks used for the delivery of materials.

Workers for the lumber suppliers perform the duties of yardmen, tallymen, drivers, and truck helpers.

The Teamsters employed under the agreement with the specialty subcontractors drive all trucks used for transportation of earth materials to and from the job site.

It is interesting that none of the local Teamster agreements are with individual contractors. Instead, the only work controlled through local collective bargaining is the support function of transportation of materials to and from the job site. In Boston, Teamsters are not used on job sites for any work other than delivery or hauling away of materials. No drivers are used on the site for the transportation of materials within the confines of the project area. A study completed by James Blaney in June 1977 indicated that Laborers, not Teamsters, drive trucks on the job site in Boston and the surrounding area.<sup>1</sup>

His paper was a comparison of the occupational structure in union and non-union residential construction in which he used two large apartment complexes and one large condominium





project located in the Boston area as case study material. In no case was any Teamster used as a driver on the job site. The extent of their role was limited to pickup and delivery at the job site.

Local 991 of Mobile provides some contrast with the Boston local. Although its geographic jurisdiction covers several counties in Alabama, Mississippi, and Florida, the area is sparsely populated when compared to the Boston area. The only two major population centers are Mobile, Alabama and Pensacola, Florida which combined are still substantially smaller than the Boston metropolitan area.

The 900 construction workers of Local 991 currently operate under 18 collective bargaining agreements which are tabulated by category in Figure 6.2. Again, the approximate market shares reflect estimates based on the local union officials' experience.

Under the contracts with the concrete and general material suppliers, Teamsters load and unload trucks, prepare concrete mixers for delivery, perform truck maintenance, and drive all delivery trucks.

Teamsters working for the lumber suppliers perform the duties of driver, warehouseman, and helper. There are many small non-union suppliers in the area which have the major share of this market.



FIGURE 6.2

## COLLECTIVE BARGAINING AGREEMENTS--LOCAL 991

<u>Type of Contract</u>	<u>Number of Contracts</u>	<u>Share of Market*</u>	<u>Teamsters Employed</u>	<u>Typical Length of Contract</u>
Concrete/general building material suppliers	4	75%	350	3 years
Lumber suppliers	4	30%	50	3 years
Dump truck operators (specialty sub- contractors)	3	90%	100	2 years
AGC Master Agreement	1	90%	400	3 years
Public Utilities Agreement	1	10%	various	2 years

\*Union's estimate



Under the agreement with the eight contractors specializing in earth moving, the Teamsters drive trucks used for excavation removal and fill delivery.

The Master Agreement between the Mobile-Pensacola Building and Construction Trades Council and the Mobile Chapter of the AGC is the major contract under which work is performed by the local. General contractors performing approximately 90% of the work in the area employ 400 Teamsters. This agreement is negotiated every three years and is signed by 28 local unions, all of which are members of the Mobile-Pensacola Building and Construction Trades Council. Under this agreement, the primary difference between Teamster jobs held in the two areas can be seen. Whereas in Boston Laborers are employed as drivers around the construction site, Teamsters are used in the Mobile area. Other provisions of the contract give jurisdiction of all vehicles used for transportation as well as warehouseman duties to the Teamsters.

Under the Public Utilities Agreement, Teamsters have jurisdiction over the same work as in the contract with the AGC. However, most publicly funded work is done by non-union contractors in the Mobile area.

The primary difference between the two locals studied is the existence of the agreement between Local 991 and the AGC. This agreement provides employment for more



Teamsters than any other category of agreements. In addition to the work done by the members of the AGC, out of town contractors working in the Mobile area will hire Teamsters by signing an addendum to the Master Agreement between the Local Building and Construction Trades Council and the AGC. This opportunity for employment through the AGC is not available for Local 379 in Boston.

The reason for the difference between the two unions is clearly Local 991's affiliation with the Local Building and Construction Trades Council, for it is through it that almost 50% of Teamster employment is obtained. However, the reason why Local 991 is a member while Local 379 does not belong is not clear. As shown earlier, there exists a poor relationship between Boston Teamsters and the AGC. An officer of the AGC stated that while there is no agreement requiring member contractors to hire Laborers as drivers for the job site, it has been a "business decision" not to hire Teamsters. The reason for this poor relationship could not be determined. A possible explanation might be a preference toward providing work for members of the AFL-CIO. When questioned concerning the Teamsters non-affiliation with the Boston Building and Construction Trades Council, an officer of the Council stated that they could not belong due to the structure of the AFL-CIO (and the Teamsters lack of membership). When informed of Local 991's membership in the Mobile-Pensacola Council, the officer





balked and simply reaffirmed that Teamsters did not belong in Boston.

The size of the area covered by the Mobile-Pensacola Building and Construction Trades Council might be the key to Local 991's membership. In areas that are sparsely populated a centralized labor organization can provide a stable work force. Since Teamsters do perform the important function of delivery of materials to remote sites, it would appear logical that the Local Building and Construction Trades Council would find Teamster membership desirable.

Whatever the true reasons for membership by one and not the other, affiliation with the Local Building and Construction Trades Council is an important factor in obtaining work for the members of the local union. It assures the local of a piece of the work on most construction jobs and provides a mechanism through which mutual understandings and beneficial agreements can be negotiated between the Teamsters Union and other organizations involved in the construction process.



## CHAPTER 7

### TEAMSTER WAGES

While researching the Teamsters' role in the construction industry, some information concerning Teamster wage rates was found. This chapter presents a comparison of wages for Teamsters and non-union drivers for various cities across the country and a look at the wage scales for Locals 379 and 991.

Figure 7.1 is a partial tabulation of some of the findings of a research team headed by Professor Raymond Levitt of the Civil Engineering Department at M. I. T. in a 1976 survey of the labor force (both union and non-union) in the construction industry. Presented in the figure are the average wages and benefits paid by employers for building, residential, and heavy/highway construction. Information was obtained through surveys and personal interviews. Union wage rates were obtained only for building construction.

From Figure 7.1 it can be seen that the union wage rate for building construction is substantially higher than in the non-union sector with the largest difference occurring in Baltimore, where basic pay plus benefits is almost twice the non-union rate. In Boston the union rate is 63% higher. For heavy/highway construction, however, Teamsters in Boston are paid approximately the same as their



FIGURE 7.1

## UNION/NON-UNION WAGE COMPARISON\*

<u>City</u>	<u>Non-union Teamsters</u>			<u>Union Teamsters</u>		
	<u>Bldg.</u>	<u>Res.</u>	<u>H/H</u>	<u>Bldg.</u>	<u>Res.</u>	<u>H/H</u>
Boston	5.38/.11	6.70/.18	8.75/.26	8.11/.85	---	---
Baltimore	5.29/.09	---	5.37/.12	8.90/1.20	---	---
Atlanta	---	---	---	6.15/.15	---	---
New Orleans	---	3.83/.36	---	---	---	---
Denver/Boulder	---	6.11/.13	---	7.55/.90	---	---
Portland	7.55/.18	6.92/.21	9.50/.12	9.53/1.88	---	---

\*Key to wages: (base pay/benefits)

Source: MIT Wage Survey of Union and Non-Union Construction. Department of Civil Engineering, 1977.



non-union counterparts. Under the Massachusetts Heavy Construction Agreement, drivers of station wagons, panel trucks, and pickup trucks were paid \$8.96 (includes health and welfare payments and pension fund payments) while the non-union average was \$9.01. The highest paid Teamster had a wage rate of \$9.86. This small differential in pay is one reason why 90% of all major heavy construction done in Massachusetts is done under the statewide agreement (the market share estimate was provided by an officer of the Construction Industries of Massachusetts).

The wage scale in Mobile is considerably lower than in Boston. The Teamsters working under the Master Agreement with the AGC receive the highest pay of all the Teamsters in the area. Figure 7.2 presents the wage scales as was effective for the first 6 months of 1976. The average pay was \$7.02 (excluding the various funds) as opposed to \$8.11 for Boston.

Teamsters working under the four contracts with the concrete and general building material suppliers have an extremely low wage scale. Figure 7.3 is an abridged summary of the current wages paid by a typical employer for various occupations. Even the most highly paid Teamster receives less than \$9000 yearly if he remains employed 40 hours a week for all 52 weeks of the year. These low wages are necessary for Local 991 to be competitive with the non-union sector.





## FIGURE 7.2

## WAGE SCALE

MASTER AGREEMENT WITH AGC  
(1976)

<u>Job Classification</u>	<u>Rate</u>
Truck Drivers up to but not including 1½ tons	6.35
Truck Spotters, Flagman and general Warehouseman	6.35
Drivers 1½ tons to 5 tons	6.94
Drivers 5 tons and over and special equipment	8.25
Truck and Auto Mechanic	8.97
Truck and Auto Mechanic helper, Filling Station	
Attendant, Grease and wash rack man	6.67
Scaleman	7.46
Receiving Clerks	7.25
Truck Foreman and Dispatcher, 50¢ per hour above	
highest rate under his jurisdiction	
Unloading and handling creosote and coppertox	
material	6.35
Truck Driver Helper	5.56
Welfare Fund	.30
Pension Fund	.40
Construction Industry Advancement Fund	.05



FIGURE 7.3

## CURRENT WAGE SCALE

## CONCRETE/GENERAL BUILDING MATERIAL SUPPLIERS

<u>Job Classification</u>	<u>Rate</u>
Warehouse helpers, truck helpers, other helpers, yardmen	3.64
Fork lift operator	3.76
Yard foremen, shipping clerk	3.76
Material and dump drivers	3.76
Towmoter warehousemen	3.76
Trailer Truck drivers	4.00
Mechanics	4.30



Teamster wage schedules reflect the skill level required for the particular job to be performed. Figures 4.1 and 4.2 in Chapter 4 illustrate how typical wage differentials are specified. Jobs with similar skill levels are grouped together and provide the same pay. Drivers of 2-axle trucks receive the lowest pay in recognition of the low skill level required. Higher pay is received by operators of multi-axle and specialized equipment. Truck mechanics receive the highest pay.

The Master Agreement between the Local Building and Construction Trades Council and the AGC in Mobile illustrates how wages negotiated collectively for many unions can reflect the relative skills of the crafts. Although there are many instances where union officials might argue that skills required of a particular craft are not comparable with the skills of another craft, the Teamsters' job classifications can be compared with other crafts to some extent. For example, the skills required of a Common laborer are similar to those required of a Teamster Helper. According to the Master Agreement, there is only a 1¢ per hour difference in their wages. Similarly, the difference in pay between a Teamster Truck Mechanic and an Operating Engineer Heavy Duty Mechanic (not a Master Mechanic) is only 5¢ per hour.



In addition to being affected by skill level requirements, Teamster wages are influenced by the bargaining strength of the labor organization and the provisions of the Davis-Bacon Act.\*

The wages paid to Teamsters working under the Master Agreement with the AGC in Mobile are significantly higher than wages received by Teamsters employed by the general building material suppliers. The reason for this pay differential can be credited to the relative bargaining power of the labor organization handling the negotiation. Wages for the Master Agreement are negotiated by the Local Building and Construction Trades Council which is a very powerful organization representing 28 local unions. On the other hand, wages paid by general building material suppliers are negotiated solely by Local 991.

The Massachusetts Heavy Construction Agreement provides an example of one effect of the Davis-Bacon Act. Since most highway construction is federally financed, the

---

\* The Davis-Bacon Act requires contractors to pay the "prevailing wage rate" of the area to its employees when working on federally funded projects. The prevailing wage for a particular job classification is the most common rate paid provided that at least 30% of the workers in the area receive that rate. If less than 30% of the workers receive that rate, the prevailing wage is the average of the union and non-union rates. In areas which are over 30% union the prevailing wage rate is usually the same as the union rate.





prevailing wage rate must be paid by all contractors, whether union or non-union. In Massachusetts, where most highway construction is done by union contractors, the Davis-Bacon Act aids the Teamsters Union in negotiating wage rates. Since all contractors must pay the same prevailing wages (the union rate), an increase in the hourly wage rate does not adversely affect an individual union contractor's ability to win a bid on a contract, nor does it produce a wage differential between union and open shop workers. All contractors must pay the same rate. Since there is no real competitive determination of wages for federally funded highway construction, the Teamsters' bargaining position is enhanced.

Teamster wages, therefore, may be influenced in three ways. First, the skills required to perform a specific task will determine an individual's earning power relative to other Teamster job classifications and those of the 19 AFL-CIO Building and Construction Craft Trade Unions. Secondly, the bargaining strength of the negotiating labor organization is a determinant of its ability to obtain higher wages for its members. In areas where Teamsters Locals affiliate with the Local Building and Construction Trades Councils, wages obtained through master agreements can be substantially higher than those secured through collective bargaining done solely by the local union.



Finally, the Davis-Bacon Act increases a local union's bargaining power for federally funded highway projects in areas which are more than 30% unionized by effectively eliminating competition between the union and open shop labor markets.



## CHAPTER 8

## CONCLUDING REMARKS

Through its array of different collective bargaining agreements, the Construction Division of the International Brotherhood of Teamsters performs a necessary and vital role in the construction industry. On heavy construction projects it is responsible for the transportation of large quantities of materials over long distances to the project site. For commercial and residential construction, the Teamsters Union transports materials to, from, and around the job site. In addition, Teamsters perform the duties necessary for the warehousing of building materials. The actual work controlled by a local is dependent on area practice and the ability of the local union officials to organize labor forces. Local unions which belong to the Local Building and Construction Trades Council enjoy work opportunities not available to those which are not members.

The history of jurisdictional disputes between the Teamsters and other unions of the building trades indicate the importance of area practice in interpreting jurisdictional agreements of record. This is particularly true when cases are heard by the NLRB. Future agreements can serve to negate holdings determined by the NLRB or through other arbitration procedures.



During interviews with various people associated with the Teamsters Union some issues of concern to the Union were discussed. The first three issues involve labor law while the final issue is an internal problem. No solutions to these complex problems are presented in this paper. Each one, by itself, requires extensive research and is an area left for future investigation.

#### 8.1 Right-to-Work Laws

A recently retired Teamster official of Local 991 with 40 years of service spoke of his opposition to the right-to-work laws. He felt that employees earning union wages because of the collective bargaining agreement negotiated by the Teamsters should belong to the Union or find employment elsewhere. He conceded that most workers did, in fact, join the local because of the realization that failure to support the local may result in eventual loss of the agreement between the union and employer and the subsequent lowering of wages.

There is some controversy as to whether right-to-work laws do, in fact, hinder a union's ability to organize or simply reflect the general public's attitude toward organized labor. For Local 991, which operates in a state having right-to-work laws, it appears that the latter is a more accurate statement.





## 8.2 Ratification of Collective Bargaining Agreements

A lawyer representing a local Teamsters Union felt that the requirement for union members to ratify agreements was not in the best interests of the Union. He stated that the membership invariably would want higher wages than deserved or working conditions which were unfair to the employer. This requirement makes the job of the local union officials equivalent to a mediator between the employer and the employees rather than a representative of the membership. He felt that the member often acted out of greed rather than what was best for the industry.

## 8.3 Common Situs Picketing

All unions representatives felt that common situs picketing would be beneficial to the construction industry. Their comments reflected their desire to increase the bargaining power of unions in general.

If allowed by law, common situs picketing would enable a disputing union to picket an entire construction site rather than just the employer with whom the dispute exists. The effect would be to close down the entire site until the dispute is settled. A bill to create situs picketing was vetoed last year by President Ford. Although President Carter agreed to sign the bill, it was defeated in the House of Representatives by a surprise vote of



217-205 on March 23, 1977.

#### 8.4 Refusal of Teamsters to Unload Materials -- Internal Conflict at the Local Level

The only internal problem identified was the conflict between local union officials and the membership. Construction drivers feel that their work responsibility should be limited to the driving only. Although local contracts with building material suppliers typically state that the Teamsters are responsible for the "proper unloading" of materials, this sometimes translates in practice to mean that the Teamster supervises the receiving party as he unloads the material. Local union officials would like to require their membership to expand their usefulness to the employer. However, when attempts are made to put such provisions in a contract, the membership refuses to ratify the agreement. One officer of a contractors association in Boston stated that contractors performing small jobs hire Laborers as drivers instead of Teamsters because the Teamsters lack the flexibility of Laborers to perform miscellaneous tasks. Hiring of Teamsters in such situations would result in employee idle time and greater expense for the contractor.

Lack of flexibility on the part of Teamster construction workers, as evidenced by some members' refusal to un-



load delivered materials, could result in future losses of employment for the Union if the construction industry shifts toward non-union operations. Although there is no data currently available to establish a trend toward open shop construction, there is certainly a feeling on the part of contractors that they should have wider rights to manage their employees and control job assignments. If the Construction Division of the Teamsters Union is to grow or even maintain current strength, it should consider the possible consequences of the stubbornness of its membership in seeking to retain rigid lines of work responsibility.



## APPENDIX A

## PROCEDURE FOR SETTLING JURISDICTIONAL DISPUTES

This International Union has an established procedure for settling jurisdictional disputes with the Construction Unions affiliated with the Building Trades Department. It is important that all local unions follow this procedure so that disputes may be processed as rapidly as possible.

The procedure is as follows:

1. All pre-job conferences must be attended by the business agent of the local union who will service the project.

2. The local business agent should determine at the pre-job conference the type of hauling equipment to be used also the manner in which materials will be stored and/or warehoused.

3. If a jurisdictional dispute arises on any project the business agent should immediately contact the contractor and the representative of the local construction union involved and attempt to resolve the dispute locally.

4. Failing to resolve the dispute locally the business agent should immediately fill out a jurisdictional dispute form and send it to Director, National Division of Building Material and Construction Drivers along with photographs and any other evidence that will support the





claim for the jurisdiction of the work.

Immediately upon receipt of this notice the other International Union(s) will be notified of the dispute and International Representatives shall be assigned to meet at the job site in an effort to adjust the matter.



## FOOTNOTES

Chapter 2

<sup>1</sup>"What is the Teamsters Union," The International Brotherhood of Teamsters (Washington, D.C., 1977), p. 3.

<sup>2</sup>Sam Romer, The International Brotherhood of Teamsters: Its Government and Structure (New York, 1962), p. 6.

<sup>3</sup>Donald Garnel, The Rise of the Teamster Power in the West, (Berkeley, 1972), p. 36.

<sup>4</sup>Ibid., p. 45.

<sup>5</sup>Frank C. Pierson, Unions in Postwar America (New York, 1967), p. 104.

<sup>6</sup>Alvin Swartz, The Unions (New York, 1972), p. 123.

<sup>7</sup>Romer, p. 123.

Chapter 3

<sup>1</sup>"What is the Teamsters Union," pp. 16-17.

<sup>2</sup>Ibid., p. 4.

<sup>3</sup>Ibid., p. 10.

<sup>4</sup>Romer, p. 97.

<sup>5</sup>Constitution, International Brotherhood of Teamsters, 1976, Article VI, Section 4.



<sup>6</sup>Ibid., Article VI, Section 5.

<sup>7</sup>Ibid., Article II, Section 2.

#### Chapter 4

<sup>1</sup>Daniel Quinn Mills, Industrial Relations and Manpower in Construction (Cambridge, 1972), pp. 33-34.

<sup>2</sup>Ibid., p. 35.

<sup>3</sup>"Construction Hand Book," The National Division of Building and Material Drivers of the International Brotherhood of Teamsters, Chauffeurs, Warehousemen and Helpers of America, p. c-1.

<sup>4</sup>Constitution, 1976, Article XII, Section 11.

<sup>5</sup>Ibid.

<sup>6</sup>Ibid.

<sup>7</sup>Massachusetts Heavy Construction Agreement (1976-1979), Article II, Item 1.

<sup>8</sup>"Construction Hand Book," p. A-10.

#### Chapter 5

<sup>1</sup>"Construction Hand Book," p. iii.

<sup>2</sup>Constitution, 1976, Article II, Section 1.

<sup>3</sup>Ibid., Atticle XII, Section 12.



<sup>4</sup>Ibid., Article XIX, Section 6.

<sup>5</sup>Kenneth T. Strand, Jurisdictional Disputes in Construction: The Causes, the Joint Board, and the NLRB (Pullman, 1961), p. 95.

<sup>6</sup>Ibid.

<sup>7</sup>Plan for Settling Jurisdictional Disputes Nationally and Locally (1970), Article III, Section 1.

<sup>8</sup>Ibid., Article III.

<sup>9</sup>Ibid., p. 81.

<sup>10</sup>Ibid., Article III, Section 1.

<sup>11</sup>Decisions and Orders of the National Labor Relations Board (Washington, D. C., 1976), 216 NLRB No. 46.

<sup>12</sup>Ibid., 224 NLRB No. 213.

## Chapter 6

<sup>1</sup>Unpublished thesis (M. I. T., 1977) by James Blaney, "A Comparison of Occupational Structure in Union and Nonunion Residential Construction."





## BIBLIOGRAPHY

- Arnold, Richard Thomas. "The Teamsters Union as a Determinant of the Structure of the Trucking Industry."  
Unpublished dissertation. Syracuse University, 1970.
- Blaney, James. "A Comparison of Occupational Structure in Union and Nonunion Residential Construction."  
Unpublished thesis. M. I. T., 1977.
- Constitution. Washington, D.C., 1976. (Adopted by the Las Vegas, Nevada Convention, June 14-17, 1976, of The International Brotherhood of Teamsters, Chauffeurs, Warehousemen and Helpers of America.)
- "Construction Hand Book." (Hand Book of the National Division of Building and Material Drivers of the International Brotherhood of Teamsters, Chauffeurs, Warehousemen and Helpers of America.)
- Decisions and Orders of the National Labor Relations Board.  
Washington, D. C. (Published by the Board.)
- Dobbs, Farrell. Teamster Rebellion. New York: Monad Press, 1972.
- Teamster Power. New York: Monad Press, 1973.
- Garnel, Donald. The Rise of Teamster Power in the West.  
Berkeley: University of California Press, 1972.
- Jacobs, Paul. The State of the Unions. New York: Atheneum, 1973.
- Labor Relations Reference Manual. Washington, D. C.  
(Published by The Bureau of National Affairs, Inc.)
- Massachusetts Heavy Construction Agreement. 1976-1979.
- Mills, Daniel Quinn. Industrial Relations and Manpower in Construction. Cambridge: MIT Press, 1972.
- Magnum, Garth L. The Operating Engineers. Cambridge:  
Harvard University Press, 1964.



Master Agreement between Labor Committee of the Mobile Chapter, Associated General Contractors of America, Inc. and Mobile, Alabama-Pensacola Florida Building and Construction Trades Council. 1974-1976.

National Construction Agreement. IBT.

National Maintenance Agreement. IBT. 1973.

National Pipe Line Agreement. IBT. 1975.

Pierson, Frank C. Unions in Postwar America. New York: Random House, 1972.

Plan for Settling Jurisdictional Disputes Nationally and Locally. Washington, D. C., 1970. (Approved by The Building and Construction Trades Department, AFL-CIO.)

Project Maintenance Agreement By Contract. IBT.

Romer, Sam. The International Brotherhood of Teamsters: Its Government and Structure. New York: John Wiley & Sons. Inc., 1962.

Strand, Kenneth T. Jurisdictional Disputes in Construction: The Causes, The Joint Board, and the NLRB. Washington State University Economic and Business Studies, Bulletin No. 33. Pullman, 1961.

Swartz, Alvin. The Unions. New York: The Viking Press, 1972.

"What Is The Teamsters Union." Washington, D.C., 1977. (Pamphlet of the International Brotherhood of Teamsters.)



Thesis  
F5295

Fogarty

172286

The role of the  
teamsters union in  
the construction  
industry.

Thesis  
F5295

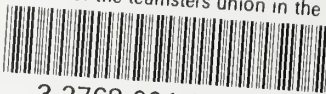
Fogarty

172286

The role of the  
teamsters union in  
the construction  
industry.

thesF5295

The role of the teamsters union in the c



3 2768 001 96817 5  
DUDLEY KNOX LIBRARY